

# **EXHIBIT**

**E – 83**

Parcel Number 004-283-03

Last Updated 3/12/08 LY

Case 3:73-cv-00128-NMD-CSD Document 34 Filed 08/29/08 Page 2 of 51

Legal Owner..... LAMB, MICHAEL E & ESTHER I (F6=All Owners... F7=Documents)..  
Assessed Owner..... LAMB, MICHAEL E & ESTHER I Force Assmt Notice.... -  
Address..... P O BOX 213 Force Ag Message... -  
City, State..... YERINGTON, NV Force Label..... -  
Vesting Doc #, Date. 416657 11/14/2007 Yr, Bk, Pg 00 000 000 Force Card/Aff (C/A).. -  
Map Document #s..... Zip... 89447-0000  
Description..... Corr Rq'd -  
# Dir Street or Other Description Unit #(s) (F11=Additional Locations)..  
Property Location... 7 RIO VISTA DR  
Subdivision.....  
Town..... MASON VALLEY Block... Lot...  
Property Name..... Parcel Map ID..  
Remarks..... Confidential..  
Parcel # Containing Descriptive/Document Data....  
Size..... Land Use: 220  
Total Acres... .990 Square Feet.... 0  
Ag Acres..... .000 W/R Acres..... .000  
F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data  
F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years  
F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

Parcel Number 004-283-03

Owner LAMB, MICHAEL E &amp; ESTHER I

Location 7

RTO VISTA DR

TOWN MASON VALLEY

Documents

Case 3:73-cv-00128-MMD-CSD Document 34 Filed 08/29/08 Page 3 of 51

Type	Description/Name	Doc #	Six	Date	Book	Pages
JTD	JOINT TENANCY DEED	17062		11/26/1973		
GBS	GRANT BARGAIN SALE DEED	Cost.....		3,000		
TRU	SILVA, PAUL S & D A TRUSTEES	42700		12/29/1978		
	DEED TO A TRUST	Cost.....		20,500		
JTD	HUUHA, PAUL A & SHIRLEY E	68388		6/01/1982		
	JOINT TENANCY DEED	Cost.....				
CON	HUUHA, PAUL A & SHIRLEY E	262255		6/15/2001		
	MOBILE CONVERSION APPLICATION	Cost.....		96,300		
RPN	HUUHA, PAUL A & SHIRLEY E	262256		6/15/2001		
	REAL PROPERTY NOTICE ISSUED	Cost.....				
AFF	HUUHA, SHIRLEY E	271219		1/22/2002		
	AFFIDAVIT TERM JOINT TENANCY	Cost.....				
GBS	FOSTER, ALVIN R	339866		1/05/2005		
	GRANT BARGAIN SALE DEED	Cost.....				
GBS	LAMB, MICHAEL E & ESTHER I	339867		1/05/2005		
	GRANT BARGAIN SALE DEED	Cost.....		160,000		
F9=Scan	>/< > RGAIN SALE DEED	416657		11/14/2007		
Page . 1	Roll Up, Down	Cost.....		159,500		

F6=All Owners

F10=Other Functions

F12=Return

Bottom

RPTT-0

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made this 18<sup>th</sup> day of May,  
 1982, by and between PAUL S. SILVA and DORTHELLA A. SILVA,  
 husband and wife, grantors, and PAUL S. SILVA and DORTHELLA A.  
 SILVA, Trustees of THE PAUL S. SILVA AND DORTHELLA A. SILVA  
 TRUST, of Lyon County, Nevada, grantees,

W I T N E S S E T H:

That the grantors, in consideration of the sum of TEN  
 DOLLARS (\$10.00), lawful money of the United States, and other  
 good and valuable consideration to them in hand paid by the gran-  
 tees, the receipt whereof is hereby acknowledged, do by these  
 presents grant, bargain and sell to the grantees, and to the suc-  
 cessors and assigns forever, all that certain lot, piece or par-  
 cel of land situate, lying and being in Lyon County, State of  
 Nevada, and more particularly described as follows:

1 acre on 7 Rio Vista Drive in Yerington, Lyon  
 County. Situate in Sections 22 and 27, Township 13  
 North, Range 25 East, M.D.B. & M. in the County of  
 Lyon State of Nevada, more particularly described as  
 follows:

Commencing at the Section corner common to Sections  
 21, 22, 27 and 28 of said township and range; thence  
 South 89°37'02" East 1986.70 feet; thence South  
 7°10'16" West, 84.43 feet; thence 89°49'44" East,  
 245 feet to the point of beginning; thence North  
 0°10'16" East 290.10 feet; thence South 89°49'44"  
 East 149.14 feet; thence South 290.10 feet to a  
 point that lies South 89°49'44" East 150.01 feet  
 from the Point of Beginning; thence North 89°49'44"  
 West 150.01 feet to the True Point of Beginning.

TOGETHER WITH all and singular the tenements, heredita-  
 ments and appurtenances thereunto belonging or in anywise apper-  
 taining and the reversion and reversions, remainder or remainders,  
 rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the premises, to-

---  
 ---  
 ---

LAW OFFICES  
 ALLISON, BRUNETTI,  
 MACKENZIE, HARTMAN,  
 SOUMBENISTIS  
 & RUSSELL, LTD.  
 482 N. DIVISION ST.  
 CARSON CITY, NV 89701

68388

1 gether with the appurtenances, unto the said grantees and to  
2 their successors and assigns forever.

3 IN WITNESS WHEREOF, the grantors have executed this  
4 conveyance the day and year first above written.

5 Paul S. Silva  
6 PAUL S. SILVA

7 Dorthella A. Silva  
8 DORTHELLA A. SILVA

9  
10  
11  
12  
13 STATE OF NEVADA )  
14 CARSON CITY ) SS.

15 On this 2nd day of May, 1982,  
16 personally appeared before me, a Notary Public, PAUL S. SILVA and  
17 DORTHELLA A. SILVA, who acknowledged to me that they executed the  
18 foregoing document.

19 Mike Soumbeniotis  
20 NOTARY PUBLIC



68388

RECORDED  
Todd Russell, Esq.  
82 JUN 2 A 9:35

LAW OFFICES  
ALLISON, BRUNETTI,  
MCKENZIE, HARTMAN,  
SOUMBENIOTIS  
& RUSSELL, LTD.  
202 N. Division St.  
Carson City, NV 89701

5/20/82 M. Sullivan  
-2-

JOINT TENANCY DEED

RPTT ~~\$126.10~~ 125.45  
APN: 4-283-03

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DORTHELLA A. SILVA, TRUSTEE OF THE PAUL S. SILVA AND DORTHELLA A. SILVA TRUST doe(es) hereby GRANT, BARGAIN and SELL to PAUL A. HUUHA and SHIRLEY E. HUUHA, husband and wife

as joint tenants with right of survivorship, and not as tenants in common, the real property situate in the county of Lyon, state of Nevada bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any revisions, remainders, rents, issues or profits thereof.

Dated: May 31, 2001

STATE OF NEVADA

COUNTY OF Lyon

} s.s

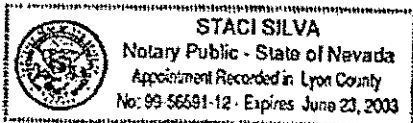
Dorthella A. Silva  
DORTHELLA A. SILVA Trustee

This instrument was acknowledged before me on

June 15, 2001

by Dorthella A. Silva

Staci Silva  
Notary Public



(This area for official notarial seal)

WHEN RECORDED MAIL TO

Name **PAUL A. HUUHA**  
Street **7 Rio Vista**  
Address

City, Stat **Yerington, NV 89447**  
e  
Zip

Order No. **3532LJI -112-LJI**

262255

Exhibit A

All that real property situate in the County of Lyon, State of Nevada, described as follows:

SITUATE IN SECTIONS 22 AND 27, TOWNSHIP 13 NORTH, RANGE 25 EAST, M.D.B.&M., IN THE COUNTY OF LYON, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89° 37' 02" EAST, 1986.70 FEET; THENCE SOUTH 7° 10' 16" WEST, 84.43 FEET; THENCE SOUTH 89° 49' 44" EAST, 245.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0° 10' 16" EAST, 290.10 FEET; THENCE SOUTH 89° 49' 44" EAST, 149.14 FEET; THENCE SOUTH 290.10 FEET TO A POINT THAT LIES SOUTH 89° 49' 44" EAST, 150.01 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89° 49' 44" WEST, 150.01 FEET TO THE TRUE POINT OF BEGINNING.

262255

OFFICIAL RECORDS  
LYON COUNTY, NEV.  
RECORD REQUESTED BY

WESTERN TITLE CO. INC.

01 JUN 15 PM 2:04

MARY C. MILLIGAN  
COUNTY RECORDER

FEE 8.00 REC 500

**DOC # 339866**

01/05/2005 02:29 PM

**Official Record**

Requested By  
TITLE SERVICE & ESCROW

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 3 Fee: \$16.00

Recorded By: MFK RPTT:



0339866

APN 4-283-03  
TSL-27948

SPACE ABOVE FOR RECORDER'S USE ONLY

**AFFIDAVIT DEATH OF JOINT TENANT**

STATE OF NEVADA           )  
                                  ) ss.  
COUNTY OF LYON           )

PAUL A. HUUHA of legal age, being first duly sworn, deposes and says:

THAT the deceased mentioned in the attached certified copy of Certificate of Death, is the same person as SHIRLEY E. HUUHA named as one of the parties in that certain Joint Tenancy Deed dated May 31, 2001 executed by DORTHELLA A. SILVA, TRUSTEE OF THE PAUL S. SILVA AND DORTHELLA A. SILVA TRUST to PAUL A. HUUHA and SHIRLEY E. HUUHA, husband and wife as Joint Tenants and recorded in the Official Records of LYON County, Nevada, on JUNE 15, 2001 as No. 262255 and covering all of that certain real property described as follows:

All that certain real property being a portion of the SE 1/4 of the SW 1/4 of Section 22, and a portion of the NE 1/4 of the NW 1/4, Section 27, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Commencing at the section corner common to Sections 21, 22, 27 and 28 of said Township and Range; thence South 89°37'02" East, 1986.70 feet; thence South 7°10'16" West, 84.43 feet; thence South 89°49'44" East, 245.00 feet to the point of beginning; thence North 0°10'16" East, 290.10 feet; thence South 89°49'44" East, 149.14 feet; thence South 290.10 feet to a point that lies South 89°49'44" East, 150.01 feet from the point of beginning; thence North 89°49'44" West, 150.01 feet to the true point of beginning.

Legal Description appeared previously in Document No. 262255, recorded on June 15, 2001, Official Records of Lyon County, Nevada.

Dated 12/9/04





339866

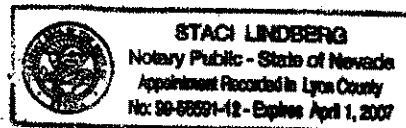
01/05/2005  
002 of 3

  
PAUL A. HUUHA

STATE OF NEVADA     )  
                              )     ss.  
COUNTY OF LYON     )

On 12/9/04 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), PAUL A. HUUHA who acknowledged to me that he executed the within instrument.

  
Notary Public



STATE OF NEVADA  
CERTIFICATION OF VITAL RECORD

## DEPARTMENT OF HUMAN RESOURCES

## DIVISION OF HEALTH

## VITAL STATISTICS

## STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES

## DIVISION OF HEALTH — SECTION OF VITAL STATISTICS

## CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK		LOCAL FILE NUMBER		DECEASED—NAME First Middle Last		DATE OF DEATH (Month, Day, Year)		STATE FILE NUMBER	
1. Shirley Eileen HUURA		2. July 12, 2004		3a. Carson City		3b. Carson City		3c. Inpatient	
4. Female		5. White		6. Canada		7. 74		8. April 3, 1930	
9. Canada		10. Canada		11. Married		12. Paul Huuha		13. 578-84-3078	
14a. Registered Nurse		14b. Medical Field		15a. Nevada		15b. Lyon		15c. Yerington	
15d. 7 Rio Vista Dr.		15e. Yes		16. Joseph John Gaspardone		17. Dorothy Margaret Bernard		18. 7 Rio Vista Dr., Yerington, Nevada 89447	
19a. Cremation		19b. Walton's Sierra Crematory		19c. Carson City, Nevada		20a. 09		20b. 1281 N. Roop St., Carson City, Nevada 89706	
21a. 7/13/04		21b. 2145		22a. ON		22b. AT		23a. William Thomas, M.D., 1000 N. Division, Carson City, NV 89701	
23b. 3136		24a. Jaimie Evans		24b. July 13, 2004		24c. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		25. IMMEDIATE CAUSE	
25a. Pneumonia / emphysema		25b. Lung Cancer		25c. 10 days		25d. 1 year		25e. 1 year	
26. NO		26b. NO		26c. NO		26d. NO		26e. NO	
26f. NO		26g. NO		26h. NO		26i. NO		26j. NO	
26k. NO		26l. NO		26m. NO		26n. NO		26o. NO	
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26uu. NO		26uu. NO		26uv. NO		26uw. NO		26ux. NO	
26uy. NO		26uy. NO		26uz. NO		26va. NO		26vb. NO	
26vc. NO		26vc. NO		26vd. NO		26ve. NO		26vf. NO	
26vg. NO		26vg. NO		26vh. NO		26vi. NO		26vj. NO	
26vk. NO		26vk. NO		26vl. NO		26vm. NO		26vn. NO	
26vo. NO		26vo. NO		26vp. NO		26vq. NO		26vr. NO	
26vs. NO		26vs. NO		26vt. NO		26vu. NO		26vv. NO	
26vw. NO		26vw. NO		26vx. NO		26vy. NO		26vz. NO	
26wa. NO		26wa. NO		26wb. NO		26wc. NO		26wd. NO	
26we. NO		26we. NO		26wf. NO		26wg. NO		26wh. NO	
26wi. NO		26wi. NO		26wj. NO		26wk. NO		26wl. NO	
26wm. NO		26wm. NO		26wn. NO		26wo. NO		26wp. NO	
26wq. NO		26wq. NO		26wr. NO		26ws. NO		26wt. NO	
26wu. NO		26wu. NO		26wv. NO		26ww. NO		26wx. NO	
26wy. NO		26wy. NO		26wz. NO		26xa. NO		26xb. NO	
26xc. NO		26xc. NO		26xd. NO		26xe. NO		26xf. NO	
26xg. NO		26xg. NO		26xh. NO		26xi. NO		26xj. NO	
26xk. NO</									

**DOC # 339867**

01/05/2005 02:30 PM

**Official Record**

Requested By  
TITLE SERVICE & ESCROW

**Lyon County - NV**

**Mary C. Milligan - Recorder**

Page 1 of 2 Fee: **\$15.00**  
Recorded By: MFK RPTT: **\$624.00**

APN 4-283-03  
Document Transfer Tax \$624.00  
Order No. TSL-27948  
Mail Tax Bill to Grantee:  
23030 COMSTOCK RANCH RD.  
SONORA, CA 95370



SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT, BARGAIN and SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

PAUL A. HUJHA, a widower

do (es) hereby GRANT, BARGAIN and SELL TO

ALVIN R. FOSTER, an unmarried man

the real property situate in the County of Lyon, State of Nevada, described as follows:

All that certain real property being a portion of the SE 1/4 of the SW 1/4 of Section 22, and a portion of the NE 1/4 of the NW 1/4, Section 27, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Commencing at the section corner common to Sections 21, 22, 27 and 28 of said Township and Range; thence South 89°37'02" East, 1986.70 feet; thence South 7°10'16" West, 84.43 feet; thence South 89°49'44" East, 245.00 feet to the point of beginning; thence North 0°10'16" East, 290.10 feet; thence South 89°49'44" East, 149.14 feet; thence South 290.10 feet to a point that lies South 89°49'44" East, 150.01 feet from the point of beginning; thence North 89°49'44" West, 150.01 feet to the true point of beginning.

Legal Description appeared previously in Document No. 262255, recorded on June 15, 2001, Official Records of Lyon County, Nevada.

TOGETHER WITH all water and water rights, ditches and ditch rights, wells and well rights which are appurtenant to and historically used in connection with the herein described property




339867

01/05/2005  
002 of 2


TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainders, rents, issues or profits thereof.

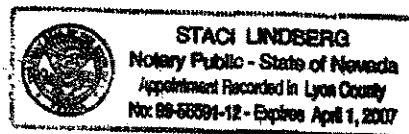
DATED 12/9/04

  
PAUL A. HUUHA

STATE OF NEVADA     )  
                              ) ss.  
COUNTY OF LYON     )

On 12/9/04 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), PAUL A. HUUHA, who acknowledged to me that he executed the within instrument.

  
Notary Public



DOC # 416657

11/14/2007

03 57 PM

Official Record

Requested By  
TICOR TITLE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee \$40 00  
Recorded By CDL RPTT \$622 05



0416657

WHEN RECORDED MAIL TO  
Michael E Lamb  
Esther I Lamb  
7 Rio Vista Drive  
Yerington, NV 89447  
MAIL TAX STATEMENTS TO  
Same As Above

Escrow No 7005520-KAS

The undersigned hereby affirms that this document  
submitted for recording does not contain the social  
security number of any person or persons  
(Pursuant to NRS 239B 030)

APN No 004-263-03

R P T T \$ 622 05

SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH That Alvin R Foster, An Unmarried Man

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby  
Grant, Bargain, Sell and Convey to Michael E Lamb and Esther I Lamb, husband and wife as  
joint tenants, with the Right of Survivorship

all that real property situated in the County of Lyon, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining

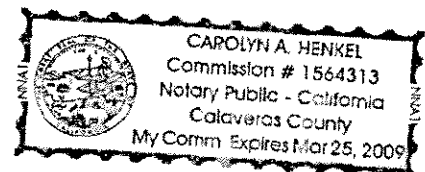
Alvin R Foster  
Alvin R Foster

STATE OF CALIFORNIA  
COUNTY OF CALAVERAS

} ss

This instrument was acknowledged before me on November 6, 2007, by Alvin R Foster

Carolyn A. Henkel  
NOTARY PUBLIC





416657

11/14/2007  
002 of 2

Escrow No 7005520-KAS

**EXHIBIT A  
LEGAL DESCRIPTION**

All that certain real property situate in the County of Lyon, State of Nevada, described as follows

All that certain real property being a portion of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 22, and a portion of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , Section 27, T 13 N, R 25 E, M D B & M, Lyon County, Nevada, described as follows

Commencing at the section corner common to sections 21, 22, 27 and 28 of said Township and Range, thence South  $89^{\circ}37'02''$  East, 1986.70 feet, thence South  $7^{\circ}10'16''$  West, 84.43 feet, thence South  $89^{\circ}49'44''$  East, 245.00 feet to the point of beginning, thence North  $0^{\circ}10'16''$  East, 290.10 feet; thence South  $89^{\circ}49'44''$  East, 149.14 feet, thence South 290.10 feet to a point that lies South  $89^{\circ}49'44''$  East, 150.01 feet from the point of beginning, thence North  $89^{\circ}49'44''$  West, 150.01 feet to the true point of beginning

APN 004-283-03

Document Number 339867 is provided pursuant to the requirements of Section 1 NRS 111.312

# **EXHIBIT**

**E – 84**



Legal Owner..... MICA FARMS LLC (E6=All Owners... F7=Documents)...  
 Assessed Owner..... MICA FARMS LLC Force Assmt Notice.... -  
 Address..... 291 OSBORNE LN Force Ag Message... -  
 City, State..... YERINGTON, NV Force Label..... -  
 Vesting Doc #, Date. 346233 3/24/2005 Yr, Bk, Pg 00 000 000 Force Card/Aff (C/A).. -  
 Map Document #s..... BA346232 - BA380895 Zip... 89447-0000 Corr Rq'd -  
 Description..... (F11=Additional Locations)...  
 Additional Locations # Dir Street or Other Description Unit #(s)  
 Property Location... 692 HWY 208  
 Subdivision.....  
 Town..... MASON VALLEY Block... Lot...  
 Property Name..... Parcel Map ID..  
 Remarks..... 2 HOUSES -1148 BIG HS - 960 SMALL HS Confidential..  
 Parcel # Containing Descriptive/Document Data....  
 Size Land Use: 602  
 Total Acres... 414.100 Square Feet.... 0  
 Ag Acres..... 413.100 W/R Acres..... .000  
 F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data  
 F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years  
 F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts



Parcel Number 012-321-20 Owner MICA FARMS LLC

Location 692 HWY 208

Case 3:73-cv-00128-MMD-CSD Document 34 Filed 08/29/08 Page 17 of 51

Improvements

Sngl-Fam Detached.	2	Non-Dwell Units..	0	Sq Ft Garage.	0	Att/Det	
Sngl-Fam Attached.	0	MH Hookups....	0	# Bdrms..	3	#Baths..	1.00
Mlt-Fam Units....	0	Wells.....	1	# of Stories.....			1.0
Mobile Homes.....	0	Septic Tanks.....	2	Sq Ft Basement.....			0
Tot Dwell Units:	2	SqFt Bldgs	1,148	Sq Ft Fin Basement.....			0

Use/Appraisal Data

Current Land Use Code.: 602 (To change, go to Tax Year Data screen)

Zoning Code(s)..... RR5

Special Ownership..... Special Prop..... MU Class..... 1.50

Re-appraisal Group..... 03 Factoring Group... 00 Developer Discount.

Re-appraisal Year..... 2006 Orig Constr Year.. 1920 Weighted Year..... 0

User-defined Fields: 1st Set

Mobile Home Sq Ft..... (F11=Show 2nd set of fields)

Other Building Sq Ft.... SHOP 576 Smaller Residence Sq Ft. 960

Commercial Sq Ft..... Attached Garage Sq Ft...

Detached Garage Sq Ft...

F9=Scan >/< > F10=Other Functions F12=Cancel F13=Ownership/Description

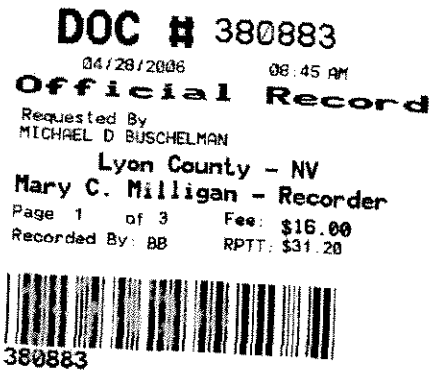
F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years

F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

Recording Requested by  
and When Recorded Mail to:

Mica Farms, LLC  
P.O. Box 2244  
Sparks, NV 89432

APN: 12-321-10



**WATER RIGHTS QUITCLAIM DEED**

THIS INDENTURE is made the 17<sup>th</sup> day of April, 2006,  
by and between Silverado, Inc., a Nevada corporation, hereinafter called Grantor, and Mica  
Farms, LLC, a Nevada limited liability company, hereinafter called Grantee.

**WITNESSETH**

THIS INDENTURE WITNESSETH that said Grantor, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents release, convey and forever quitclaim unto the said Grantee and to its successors and assigns forever all of its right, title, and interest to the water and water rights situate in the County of Lyon, State of Nevada, filed in the Division of Water Resources, Nevada State Engineer's office, 901 S. Stewart St. - Suite 2002, Carson City, Nevada 89701, and more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD said water and water rights, ditch and ditch rights, together with the tenements, hereditament and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof unto the Grantee, its successors and assigns, forever.

314917

APN 12-321-11  
Document Transfer Tax \$2,730.00  
Order No. TSL-26013  
Mail Tax Bill to Grantee:  
P.O. Box 2244  
Sparks, NV 89432

OFFICIAL RECORDS  
LYON COUNTY, NEV.  
RECORD REQUESTED BY

Title Service & Escrow Co.  
04 MAR -1 PM 2:51

MARY C. MULLIGAN  
COUNTY RECORDER

FEE 17<sup>00</sup> DEP. MK

SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT, BARGAIN and SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

SILVERADO, INC., a Nevada corporation

does hereby GRANT, BARGAIN and SELL TO

MICA FARMS, LLC, a Nevada Limited Liability Company

the real property situate in the County of Lyon, State of Nevada, described as follows:

Parcel 1:

Township 12, North, Range 25 East, M.D.B.&M.

Section 14: NW 1/4

Excepting therefrom that certain lot, piece or parcel of land situate in Mason Valley, County of Lyon, State of Nevada, particularly described as follows: to-wit:

A portion of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 14, Township 12 North, Range 25 East, M.D.B.&M., described as follows:

Starting from the center of State Highway Route 3 at end of curve station 253-54.01 P.T. forward tangent having a true bearing of South 22°42' East from this point and angle of 13°25' right for a distance of 130.13 feet to the point of beginning; thence 834.00 feet on a bearing of North 87°07' West on power line to point No. 2; thence 172.00 feet bearing North 1°35' West to point No. 3; thence 747.76 feet bearing North 89°50' East to point No. 4; thence 230.20 feet bearing South 23°00' East to point of beginning.

Parcel 2:

Township 12 North, Range 25 East, M.D.B.&M.

Section 14: SE 1/4

Excepting therefrom that portion lying Southwest of State Highway Route Number 3 as conveyed by deeds recorded in Book O, page 292; in Book W, page 468, and in Book V, page 491, Deed Records of Lyon County, Nevada.

Parcel 3:

Township 12 North, Range 25 East, M.D.B.&M.

Section 14: NE 1/4 of SW 1/4; N 1/2 of SE 1/4 of SW 1/4,

Excepting that portion thereof that may be occupied as a part of the State Highway.

Also excepting therefrom that portion of the N 1/2 of SE 1/4 of NE 1/4 of SW 1/4; as conveyed to Arvil Jone and Mary Jone by deed recorded in Book 41, page 430, Deed records of Lyon County, Nevada.

Legal Description appeared previously in Document No. 17254, recorded on December 20, 1973, Official Records of Lyon County, Nevada.

TOGETHER WITH all water and water rights, ditches and ditch rights, wells and well rights which are appurtenant to and historically used in connection with the herein described property.

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainders, rents, issues or profits thereof.

DATED

1/26/04

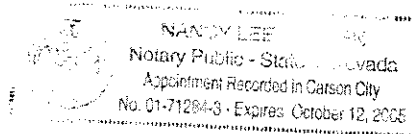
SILVERADO, INC., a Nevada Corporation

by: Scott H. Shackelton  
SCOTT H. SHACKELTON, Pres.

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE )

On January 26, 2004 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), SCOTT H. SHACKELTON, President of SILVERADO, INC., a Nevada Corporation, who acknowledged to me that he executed the within instrument.

Nancy Lee Warner  
Notary Public



Parcel Number 012-321-11 LY

Last Updated 12/06/04 By ERTN

Ownership..... (F6=All Owners... F7=Documents)

Legal Owner..... MICA FARMS LLC Force Assmt Notice.... -

Assessed Owner..... MICA FARMS LLC Force Ag Message... -

Mail Address..... 291 OSBORNE LN Force Label..... -

City, State..... YERINGTON, NV Force Card/Aff (C/A).. -

Vesting Doc #, Date. 314917 3/01/2004 Yr, Bk, Pg 00 000 000 Zip... 89447-0000

Map Document #s..... Corr Rq'd -

Description..... (F11=Additional Locations)

Additional Locations # Dir Street or Other Description Unit #(s)

Property Location... 692 HWY 208 14-12-25 NW4/SE4/

Subdivision..... FRNE4SW4/FRN2 SE4SW4 Block... Lot...

Town..... MASON VALLEY Parcel Map ID..

Property Name..... Confidential..

Remarks..... 2 HOUSES - 692 BIG HS - 694 SMALL HS

Parcel # Containing Descriptive/Document Data.... Land Use: 602

Size.....

Total Acres... 356.000 Square Feet.... 0

Ag Acres..... 355.000 W/R Acres..... .000

F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data

F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years

F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

Legal Owner..... MICA FARMS LLC  
 Assessed Owner..... MICA FARMS LLC  
 Address..... 291 OSBORNE LN  
 City, State..... YERINGTON, NV  
 Vesting Doc #, Date. 346233 3/24/2005 Yr, Bk, Pg 00 000 000  
 Map Document #s..... BA346232  
 Description.....  
 (F6=All Owners... F7=Documents)...

Additional Locations # Dir Street or Other Description Unit #(s)  
 Property Location... 692 HWY 208 14-12-25 NW4/SE4/ ADJ  
 Subdivision..... FRNE4SW4/FRN2 SE4SW4  
 Town..... MASON VALLEY  
 Property Name.....  
 Remarks..... 2 HOUSES - 692 BIG HS - 694 SMALL HS  
 Parcel # Containing Descriptive/Document Data.... Land Use: 602

Size  
 Total Acres... 400.700 Square Feet.... 0  
 Ag Acres..... 399.700 W/R Acres..... .000  
 F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data  
 F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years  
 F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

Colorado Division of Water Resources

## Hydrographic Abstract

Number of Records: 7

Selection Criteria: all\_owner LIKE '%silverado%'

Basin	Application	Change of	Cent	File date	App status	Source	Point of Diversion				Diversion rate	Use	Irrigated Acres	Duty balance	Duty unit	CO	Owner name
							QQ	Q	SEC	TWN	RNG						
100	16654		5274	03-16-60	CER	UG	SE	SE	14	12N	25E	1.530	IRR	0.00	650.90 AFA	LY	MICA FARMS, LLC, SILVERADO, INC.
CHANGED BY: 61002																	
16914			5275	06-08-60	ABR	UG	SW	SE	14	12N	25E	0.000	IRR	0.00	0.00 AFA	LY	MICA FARMS, LLC, SILVERADO, INC.
CHANGED BY: 61593																	
CHANGED BY: 71563T																	
CHANGED BY: 72134																	
71563			18913	08-13-04	EXP	UG	SW	SE	14	12N	25E	1.980	IRR	0.00	880.80 AFA	LY	SILVERADO INC.

ALL DATA TO BE REVIEWED



3720

Treva Hearne Esq.  
575 Forest St. Ste. 200  
Reno, NV 89509  
(775) 323-5700  
Attorney for: United States of America

IN THE UNITED STATES DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF

UNITED STATES OF AMERICA ,

Plaintiff

vs.

WALKER RIVER PAIUTE TRIBE ,  
Defendant

Case No. C125ECR

Dept. No.

**AFFIDAVIT OF SERVICE**

Lynn Carnahan , being first duly sworn, deposes and says : That affiant is a citizen of the United States, over 18 years of age, not a party to the within entered action, and that in the County of Washoe, State of Nevada, personally served the described documents upon:

Person served: Silverado Inc by serving:  
Annette Barton, Legal Secretary

Location: B/S R/A George K Folsom One E Liberty St Ste 416  
Reno NV 89501

Date: 07/26/2002

Time: 11:30:00 AM

The document(s) served were:

AFFIDAVIT, AMENDED MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF MINERAL COUNTY'S AMENDED COMPLAINT IN INTERVENTION, AFFIDAVIT OF GARY L. VINYARD, PH.D, AFFIDAVIT OF KELVIN J. BUCHANAN, AFFIDAVIT OF LOUIS THOMPSON, AFFIDAVIT OF MARLENE BUNCH, MINERAL COUNTY'S AMENDED COMPLAINT IN INTERVENTION, MEMORANDUM OF POINTS AND AUTHORITIES, MOTION FOR PRELIMINARY INJUNCTION, NOTICE IN LIEU OF SUMMONS, NOTICE OF APPEARANCE, NOTICE OF MOTION & MOTION OF MINERAL COUNTY OF NEVADA FOR INTERVENTION, SECOND AFFIDAVIT OF KELVIN J. BUCHANAN, P.E., WALKER RIVER BASIN WATER RIGHTS MODEL

DENNIS BALAAM, SHERIFF

By *L. Carnahan*

Subscribed and sworn to before me this  
26th day of July 2002

*Shirley Cosmos*  
Notary

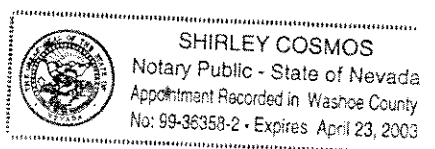


Exhibit E-84

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA,	)	In Equity No. C-125-ECR
	)	Subfile No. C-125-C
Plaintiff,	)	
	)	NOTICE OF APPEARANCE
WALKER RIVER PAIUTE TRIBE,	)	
	)	
Plaintiff-Intervenor,	)	
	)	
v.	)	
	)	
WALKER RIVER IRRIGATION DISTRICT,	)	
et al.,	)	
	)	
Defendants.	)	
<hr/>		
MINERAL COUNTY,	)	
	)	
Proposed Plaintiff-	)	
Intervenor,	)	
	)	
v.	)	
	)	
WALKER RIVER IRRIGATION DISTRICT,	)	
et al.,	)	
	)	
Proposed Defendants.	)	
<hr/>		

TO: Counsel of record for Mineral County, Nevada, the Walker River Irrigation District, United States, Walker River Paiute Tribe, State of Nevada, State of California and the United States Board of Water Commissioners.

You are hereby notified that Silverado, Inc. enters an appearance of record in the above-captioned matter. The mailing address of Silverado, Inc., or its legal counsel, is as follows and service of all orders, pleadings and other documents filed in this matter shall be complete upon mailing to this address.

(provide mailing address)

Scott H. Shackleton  
Silverado, Inc.  
4160 Long Knife Rd.  
Reno NV 89509

I hereby certify that I have deposited in the United States mail, postage prepaid, a true and correct copy of this Notice of Appearance in an envelope addressed to:

Gordon H. DePaoli  
Dale E. Ferguson  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511

Linda Bowman  
Bowman & Robinson  
540 Hammill Lane  
Reno, NV 89511

Scott B. McElroy  
Alice E. Walker  
Greene, Meyer & McElroy  
1007 Pearl Street, Suite 220  
Boulder, CO 80302

Marta Adams  
Deputy Attorney General  
State of Nevada  
100 North Carson Street  
Carson City, NV 89701

Susan L. Schneider  
Indian Resources Section  
U.S. Department of Justice  
999 18<sup>th</sup> Street  
Suite 945, North Tower  
Denver, CO 80202

Mary Hackenbracht  
Deputy Attorney general  
State of California  
1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, CA 94612-1413

1 James Spoo  
2 Treva J. Hearne  
3 Zeh, Spoo & Hearne  
4 575 Forest Service  
5 Reno, NV 89509

Michael W. Neville  
California Attorney General's Office  
455 Golden Gate Avenue  
Suite 11000  
San Francisco, CA 94102-3664

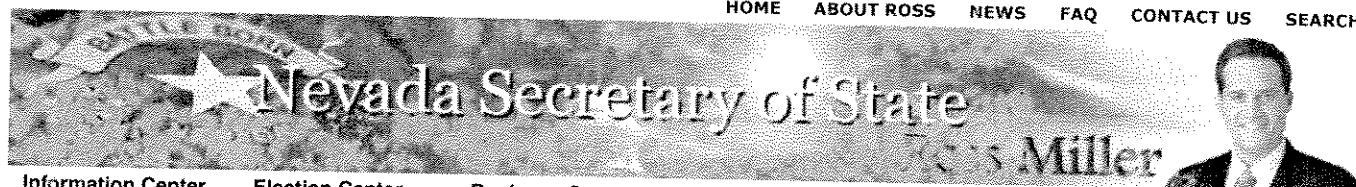
6 Dated this 15<sup>th</sup> day of August, 2008. <sup>(2)</sup>

7 SWA Antu  
8 (signature)

9  
10 Scott Shackleton  
11 (print or type name)

12  
13 Silverado, Inc.  
14 (print or type name of entity if applicable)

HOME ABOUT ROSS NEWS FAQ CONTACT US SEARCH



Information Center Election Center Business Center Licensing Center Securities Center Online Services  
 My Data Reports | Business Entity Search | Fee Schedule (Data Reports) | Login (Data Reports)

## SILVERADO, INC.

New Search Printer Friendly Calculate Fees

## Business Entity Information

Status:	Dissolved on 10/8/2004	File Date:	9/10/1973
Type:	Domestic Corporation	Corp Number:	C3030-1973
Qualifying State:	NV	List of Officers Due:	9/30/2004
Managed By:		Expiration Date:	

## Resident Agent Information

Name:	GORDON R MUIR	Address 1:	ONE E LIBERTY ST
Address 2:	STE 416	City:	RENO
State:	NV	Zip Code:	89501
Phone:		Fax:	
Email:		Mailing Address 1:	PO BOX 750
Mailing Address 2:		Mailing City:	RENO
Mailing State:	NV	Mailing Zip Code:	89504

[View all business entities under this resident agent](#)

## Financial Information

No Par Share Count:	2,500.00	Capital Amount:	\$ 0
No stock records found for this company			

## Officers

☐ Include Inactive Officers

Secretary - SANDRA BRUCKNER			
Address 1:	165 ANCHOR DRIVE	Address 2:	
City:	VERO BEACH	State:	FL
Zip Code:	32963	Country:	
Status:	Active	Email:	
President - SCOTT H SHACKELTON			
Address 1:	4160 LONGKNIFE RD	Address 2:	
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

Treasurer - SCOTT H SHACKELTON			
Address 1:	4160 LONGKNIFE RD	Address 2:	
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

**Actions/Amendments**[Click here to view 10 actions/amendments associated with this company](#)

You are currently not logged in

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# **EXHIBIT**

**E – 85**

1  
2  
3 NO. 79-9396

4 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
5 IN AND FOR THE COUNTY OF WASHOE  
6

7 STANLEY C. SIMMONS,

8 Plaintiff,

9 v

10 E. PATRICIA SIMMONS,

11 Defendant.  
12

13 COMPLAINT FOR DIVORCE

14 COMES NOW the plaintiff and for cause of action against  
15 defendant alleges as follows:

16 I

17 That plaintiff resides in and for more than six weeks  
18 last past and immediately preceding the commencement of this  
19 action has been, actually, physically and corporeally present in  
20 the County of Lyon, State of Nevada, and is a bona fide resident  
21 of said county and state.

22 II

23 That plaintiff and defendant were married on the 19th  
24 day of November, 1949 in the City of San Mateo, State of California,  
25 and ever since that date have been and still are husband and wife.

26 III

27 That there are no minor children the issue of this  
28 marriage.

29 IV

30 That all property rights of the parties hereto and all  
31 matters concerning the liabilities and obligations arising out of  
32 or because of the marriage status, have been settled by a written

Complaint - 1

Exhibit E-85



1 agreement entered into between plaintiff and defendant.

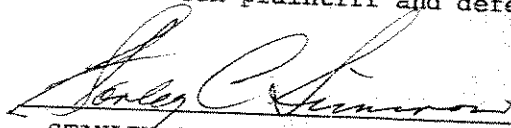
2 V

3 That plaintiff and defendant are incompatible.

4 WHEREFORE, Plaintiff prays judgment of this Court as  
5 follows:

6 1. That the bonds of matrimony now and heretofore  
7 existing between plaintiff and defendant be forever and completely  
8 dissolved and that each party hereto be freed and released from  
9 all of the responsibilities and obligations thereof and restored  
10 to the status of an unmarried person.

11 2. That the Court approve, adopt and confirm the  
12 terms of the written agreement between plaintiff and defendant.

13 

14  
15 STANLEY C. SIMMONS  
16 In Propria Persona  
17 Box 90  
18 Smith, NV 89430  
19  
20  
21  
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VERIFICATION

Under penalties of perjury, the undersigned declares that he is the plaintiff named in the foregoing complaint, and knows the contents thereof; that the pleading is true of his own knowledge, except as to those matters stated on information and belief, and that as to such matters he believes it to be true.

*Stanley C. Simmons*

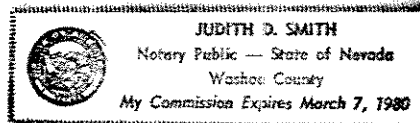
STANLEY C. SIMMONS  
In Propria Persona  
Box 90  
Smith, NV 89430

STATE OF NEVADA )  
WASHOE ) ss.  
COUNTY OF ~~LYON~~ )

On the 11 day of DEC, 1999 personally appeared before me, a Notary Public, STANLEY C. SIMMONS, who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the County of Lyon on the day and year first above written.

*Judith D. Smith*  
NOTARY PUBLIC



In the Second Judicial District Court  
Of the State of Nevada, in and for the County of Washoe

No. 79-9396

STANLEY C. SIMMONS,

Plaintiff

vs.

E. PATRICIA SIMMONS,

Defendant

FILED  
12:29  
DEPT. No. 12

APPEARANCE AND WAIVER

The undersigned, the defendant in the above entitled action now pending before the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, wherein the plaintiff seeks an absolute divorce, hereby consents that this Appearance and Waiver constitutes the appearance of the undersigned in said action, and the undersigned hereby submits personally to the jurisdiction of said Court.

Further, the undersigned hereby waives all time to answer or otherwise plead in such action and consents that her default may be entered therein; that said cause may be set down for trial at the convenience of the Court; and waives notice of such setting or any and all other notices and process required by law in the premises.

E. Patricia Simmons

ADDRESS

CITY

STATE

ZIP

STATE OF NEVADA

County of Washoe } ss.

On 12-12-79  
DATE

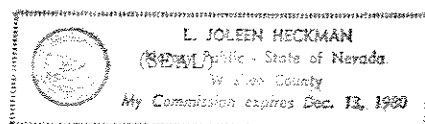
personally appeared before me, a Notary Public  
(or judge or other officer, as the case may be). E. PATRICIA Simmons

who acknowledged that S he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the

County of Washoe  
the day and year in this certificate first above written.

L. Joleen Heckman  
SIGNATURE OF NOTARY



1 # 79-9396

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11  
day of Dec, 1979, by and between STANLEY C. SIMMONS  
("Husband"), and E. PATRICIA SIMMONS ("Wife").

W I T N E S S E T H :

WHEREAS, the parties were married on November 17,  
1949, at San Mateo, California; and

WHEREAS, there are no minor children born the issue  
of such marriage; and

WHEREAS, as a result of differences which have arisen  
between Husband and Wife, the parties have separated and irre-  
concilable differences render it impossible to cohabit as  
husband and wife; and

WHEREAS, that the parties have come to certain agree-  
ments between themselves to settle, adjust and divide between  
themselves their various and respective rights and duties to  
each other and to reach a final settlement and division of all  
property and other rights arising from their marriage; and

WHEREAS, all personal belongings, household goods, and  
household furnishings have previously been divided and distri-  
buted between the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS  
AND PROMISES HEREINAFTER SET FORTH AND OTHER GOOD AND VALUABLE  
CONSIDERATION, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
AS FOLLOWS:

SEPARATION

Husband and Wife may and shall continue to live  
separate and apart from one another, and each shall be free from  
interference, authority, and control by the other, as fully as  
if he or she were sole and unmarried, and each may conduct,  
carry on, and engage in any employment, profession, business or

1.

Exhibit E-85

trade which to him or her shall seem advisable, and each shall be free from any control, restriction, interference, or harassment, direct or indirect, by the other party.

Neither of the parties will interfere with the other in his or her liberty, conduct, or action and each agrees that the other may at any and all times be in such places and in such families and with such relatives, friends, and acquaintances as he or she may choose, and each party agrees that he or she will not harass or molest the other.

DIVISION OF PROPERTY AND OBLIGATIONS

All property of the parties, separate and community, shall be divided as follows:

A. Property to be set aside to Wife as her sole and separate property:

1. All right, title, and interest in and to that certain promissory note dated October 11, 1977, in the principal amount of ONE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$136,000.00), wherein Leo P. Bergin is maker and Husband and Wife are payees; that certain short form Deed of Trust and Assignment of Rents dated October 11, 1977, recorded as Document No. 34357, Official Records, Lyon County, Nevada, and the Amendment thereto dated April 14, 1978 securing payment of such promissory note.

2. All those items of personal property, including clothing, household furnishings, personal effects, and other articles of personal property now in possession of Wife.

B. Property to be set aside to Husband as his sole and separate property:

1. The 1974 Chevrolet pick-up truck.
2. All tools presently in the possession of Husband.
3. TD14 Caterpillar tractor.

4. Farmall H Tractor. Husband shall assume and be responsible for all indebtedness owing and encumbrances on such tractor and shall indemnify and hold Wife harmless from any liabilities with respect to such encumbrances or indebtedness.

5. All items of personal property, including clothing, household furnishings, personal effects and other articles of personal property now in the possession of Husband.

6. All right, title, and interest in and to that certain Note Secured by a Deed of Trust dated April 13, 1979 in the principal amount of TWENTY TWO THOUSAND DOLLARS (\$22,000.00) wherein Foundation Properties, a partnership, is maker, and Husband and Wife are payees, and that certain Short Form Deed of Trust and Assignment of Rents dated April 13, 1979 recorded as Document No. 87613, Official Records, Carson City, Nevada securing payment of such note.

7. All right, title, and interest in and to that certain Note Secured by a Deed of Trust in the principal amount of FORTY THOUSAND DOLLARS (\$40,000.00) dated April 16, 1979 wherein James G. Darrough is maker and Husband and Wife are payees, and that certain Short Form Deed of Trust and Assignment of Rents dated April 16, 1979 and recorded as Document No. 87616, Official Records, Carson City, Nevada securing payment of such promissory note.

8. All right, title, and interest in and to that certain Note Secured by a Deed of Trust dated February 16, 1973 in the principal amount of SEVEN THOUSAND SIX HUNDRED TWENTY ONE AND 39/100THS DOLLARS (\$7,621.39), wherein Walker River Ranch, Inc. is maker, and Husband and Wife are payees, and that certain Short Form Deed of Trust and Assignment of Rents dated February 16, 1973 and recorded as Document No. 13457, Official

Records, Lyon County, Nevada, securing payment of such promissory note.

C. It is acknowledged by the parties that Husband and Wife are payees under the terms of a promissory note dated October 11, 1979 in the principal amount of ONE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$136,000.00), under the terms of which Leo P. Bergin is maker, payment of which is secured by a Short Form Deed of Trust and Assignment of Rents dated October 11, 1977 and recorded as Document No. 34357, Official Records, Lyon County, Nevada, and Husband and Wife are payees under an additional instalment note dated September 26, 1979 in the principal amount of SEVENTY NINE THOUSAND FIVE HUNDRED TWENTY SEVEN AND 53/100THS DOLLARS (\$79,527.53) under the terms of which Leia M. Hills is maker, payment of which is secured by a Deed of Trust with Assignment of Rents dated September 26, 1977. Husband and Wife acknowledge that such notes and deeds of trust have been irrevocably assigned to Lucky Land Company for payment of the obligations of Husband and Wife under the terms of the Contract of Sale referred to in paragraph D hereof. In the event that the obligation to Lucky Land Company under such Contract of Sale is satisfied, it is agreed that Husband and Wife shall each hold an undivided one-half interest as tenants in common in and to such notes and deeds of trust.

D. Husband and Wife acknowledge that they, as buyers, entered into a Contract of Sale of real property with Lucky Land Company, a Nevada corporation, which Contract of Sale was recorded on October 19, 1977, as Document No. 34413, Official Records, Lyon County, Nevada, which Contract is for the sale and purchase of that certain real property situate in Lyon County, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("the Property").



Such Contract of Sale was subsequently amended. Husband and Wife further acknowledge that Lucky Land Company conveyed title to a portion of the Property to buyers which parcel is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference ("the Released Parcel"). It is agreed that the Contract of Sale shall be amended so that, from and after the date of such amendment, Husband and Wife shall hold their respective undivided one-half interests in and to the Property which is subject to a Contract of Sale as tenants in common and not as joint tenants with right of survivorship. Husband and Wife agree to execute and deliver to Title Insurance and Trust Company, 160 West Liberty Street, Reno, Nevada, concurrently with the execution of this Agreement, a Grant, Bargain and Sale Deed wherein Husband and Wife convey that portion of the Property which was subject to the Contract of Sale to themselves as tenants in common, each as to an undivided one-half interest. Husband and Wife further agree that Husband and Wife shall hold the Released Parcel as tenants in common and shall execute and cause to be recorded concurrently with the execution hereof, a Grant, Bargain and Sale Deed wherein Husband and Wife convey the Released Parcel to themselves as tenants in common, each as to an undivided one-half interest. It is agreed by Husband and Wife that Husband shall have the right to reside on the Property referred to in this paragraph, and shall not be required to pay any rent thereon. In addition, any income generated from such Property shall be the sole and separate property of Husband.

WAIVERS AND RELEASES

1. Except as otherwise provided in this Agreement, the Husband and Wife do hereby waive, relinquish, and release any and all claims or rights they have, or in the future may have,

5.

Hale, Lane, Peek, Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada

Exhibit E-85



each against the other, for alimony, support or maintenance, and agree that neither party is or shall be obligated or required to make any payments for the support or maintenance of the other in addition to those hereinafter specifically set forth.

2. It is specifically understood and agreed that any and all property hereafter acquired by either of the parties to this Agreement, whether acquired by the labor or efforts of such party, or otherwise, shall be the sole and separate property of the party so acquiring the same, and each party does hereby waive, relinquish, and release any and all right, title, or interest which he or she may have in or to such future acquired property by the other.

3. Each party hereto does hereby specifically waive, relinquish, and release any and all right, title, or interest in and to the estate of the other as heir, or otherwise, and the right to inherit the estate of the other at his or her death, and the right to act as administrator or administratrix, executor or executrix of such estate, and the right to claim any family allowance or probate homestead, unless such right or rights are specifically devised or bequeathed by Will duly executed by either party subsequent to the execution date of this Agreement.

4. That each party agrees that they will not hereafter incur any debts or obligations in the name of the other and each party does hereby indemnify and hold the other harmless from all such debts or obligations including fees and costs occasioned the other thereby.

#### EXECUTION OF FURTHER INSTRUMENTS

Each party hereto does hereby covenant and agree on demand to execute any other or further instrument reasonably necessary or convenient to carry out the provisions of this Agree-

ment. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and transfer of all property and rights in such manner and with such force and effect as is necessary to effectuate the terms of this Agreement.

AGREEMENT BINDING ON SUCCESSORS

This document is the entire Property Settlement Agreement between the parties. The parties hereto may not alter, amend or modify the Agreement, except by an instrument in writing executed by them. Each and every covenant and agreement contained herein shall inure to the benefit of and shall be binding upon the heirs, legatees, debtors, assignees, administrators, and executors of the parties hereto.

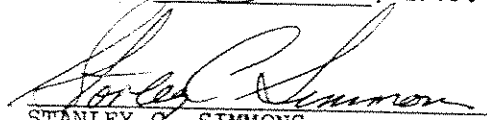
APPROVAL OF AGREEMENT BY COURT

As provided and authorized by the laws of the State of Nevada, this Agreement is made for the purpose of removing the subject matter from the field of litigation. Nothing herein shall be construed to prevent either party from suing for an absolute divorce in any competent jurisdiction. In the event of any such divorce action, this Agreement shall be submitted to the Court for approval and may be merged into any judgment or decree of divorce which may be rendered therein.


ACKNOWLEDGMENTS

Each of the parties expressly certifies that they have read this Agreement and fully understand the contents thereof, and have executed it on their own mature consideration. The consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence of any person and no representations of fact have been made by either party to the other except as herein expressly set forth.

Executed this 11 day of Dec, 1979.

  
STANLEY C. SIMMONS

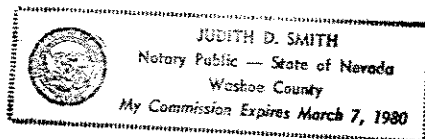
Executed this 11 day of December, 1979.

  
E. PATRICIA SIMMONS

STATE OF NEVADA     )  
                              ) ss.  
County of WASHOE    )

On DEC 11, 1979, personally appeared before  
me, a Notary Public, STANLEY C. SIMMONS, who acknowledged to  
me that he executed the foregoing instrument.

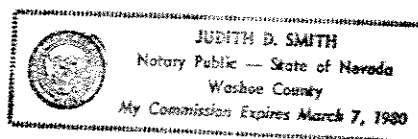
*Judith D. Smith*  
Notary Public



STATE OF NEVADA     )  
                              ) ss.  
County of WASHOE    )

On DEC 11, 1979, personally appeared before  
me, a Notary Public, E. PATRICIA SIMMONS, who acknowledged to  
me that she executed the foregoing instrument.

*Judith D. Smith*  
Notary Public



No. 79-9396  
Simmons  
vs.  
Simmons  
Ex. 1A  
Admitted: 12/13 19 79  
JUDI BAILEY, CLERK  
By [Signature]  
Deputy

DESCRIPTION:

SITUATE IN THE COUNTY OF LYON, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS:  
TOWNSHIP 11 NORTH, RANGE 24 EAST, M. D. & M.

Section 2: Southeast 1/4 of Southwest 1/4

Section 11: East 1/2 of the Southeast 1/4; East 1/2 of the Northwest 1/4  
Northeast 1/4 of the Southwest 1/4; Northwest 1/4 of the  
Southeast 1/4

Section 12: West 1/2 of the Southwest 1/4

Section 13: West 1/2 of the Southwest 1/4; Southeast 1/4 of the South-  
west 1/4; West 1/2 of the Northwest 1/4; Southeast 1/4 of th  
Northwest 1/4; Northeast 1/4 of the Southwest 1/4; West 1/2  
the Southeast 1/4; Southeast 1/4 of the Southeast 1/4

Section 14: North 1/2 of the Northeast 1/4.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

Being a portion of the South 1/2 of the Southeast 1/4, the Southwest  
1/4 and the West 1/2 of the Northwest 1/4 of Section 13 Township 11  
North, Range 24 East M.D. & M. and being more particularly described as  
follows:

BEGINNING at a found rock pile at the Southwest corner of said Section  
13; Thence along the west boundary of said Section 13, North 0° 32' 20"  
West 413.27 feet to the true point of Beginning; said point being the  
intersection of said last mentioned boundary and the Northerly  
boundary of Nevada State Highway Route 3; Thence from said true point  
of Beginning and along the West boundary of said Section 13 North 0°  
32' 20" West 4278.19 feet to the centerline of the West Walker River;  
Thence along the said last mentioned centerline the following courses  
and distances;  
North 78° 58' East 122.01 feet; South 48° 21' 59" East, 240.83 feet;  
South 340.00 feet; South 23° 11' 55" East, 456.95 feet; South 17°  
31' 32" West; 796.99 feet; South 23° 11' 55" East 1370.84 feet;  
South 66° 22' 14" East 349.28 feet; South 17° 49' 08" East 588.22  
feet; East 340.00 feet; South 45° East, 395.98 feet; South 26° 33'  
54" East 357.77 feet; North 74° 49' 37" East 1222.62 feet; South 42°  
30' 38" East 651.15 feet; East 580.00 feet; South 55° East 427.93 feet.  
attached to the South section line of said Section 13; Thence along  
said last mentioned Section line South 89° 07' 11" West 1518.32 feet  
to the Northerly boundary of Nevada State Highway Route 3 Thence along  
said last mentioned Northerly Boundary North 83° 09' 12" West 3073.64  
feet to the True Point of BEGINNING.

Being a portion of the South 1/2 of the Southwest 1/4 of Section 13,  
Township 11, North Range 24 East M.D. & M. and being more particularly  
described as follows:

BEGINNING at the Southwest corner of said Section 13; Thence from said  
point of Beginning and along the West boundary of Section 13 North 00°  
32' 20" West 262.81 feet to the intersection with the Southerly  
boundary of Nevada State Highway Route 3 Thence along said last mention

CONTINUED

34413

EXHIBIT A

DESCRIPTION CONTINUED

Southerly Boundary South  $83^{\circ} 09' 12''$  East 1954.67 feet to the South boundary of said Section 13; Thence along the said last mentioned South boundary North  $89^{\circ} 07' 11''$  East 1938.49 feet to the Point of BEGINNING.

DS  
C.S.  
E.S.

34413.

All that real property situate in the State of Nevada, County of Lyon, more particularly described as follows:

The Southwest one-quarter of the Southeast one-quarter of Section 11, Township 11 North, Range 24 East, M.D.B.&M. (herein "the 40 acres residence parcel"), together with the following easements:

A right of way easement for the purposes of vehicular, pedestrian and animal ingress and egress approximately fifty feet in width along the existing old railroad easement which traverses the said real property, which easement shall be appurtenant to and for the benefit of the 40-acre residence parcel.

An easement for the purpose of installation and maintenance of lines, poles and pipes and other equipment necessary and appropriate for utility service to the 40-acre residence parcel, which easement shall be appurtenant to and for the benefit of, such parcel.

1 NO. 79-9396

2 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
3 IN AND FOR THE COUNTY OF WASHOE

4  
5 STANLEY C. SIMMONS,

6 Plaintiff,

7 v

8 E. PATRICIA SIMMONS,

9 Defendant.  
10

11 JUDGMENT AND DECREE OF DIVORCE

12 The above-entitled cause coming on regularly for hearing  
13 on this day, before the above-entitled Court, the undersigned  
14 District Judge presiding, the plaintiff appearing pro per, upon  
15 the complaint of plaintiff taken as confessed, the defendant  
16 herein having filed her Appearance and Waiver, waiving all time  
17 to answer or otherwise to plead in this action and consenting that  
18 her default be entered herein, and her default was duly entered  
19 in open court; and the Court being fully advised in the premises  
20 finds that the allegations of the complaint are true and concludes  
21 that the plaintiff is entitled to a decree of divorce.

22 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED  
23 that the bonds of matrimony heretofore and now existing between  
24 plaintiff and defendant be, and the same hereby are, forever  
25 dissolved, and the same are declared forever at an end; that said  
26 plaintiff and defendant are each forever released from the  
27 obligations thereof, and each hereby is restored to the status of  
28 an unmarried person, and that the plaintiff be, and he hereby is  
29 granted an absolute decree of divorce, forever dissolving the  
30 bonds of matrimony existing between plaintiff and defendant.



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the  
2 written agreement between plaintiff and defendant settling all  
3 property rights of the parties hereto and all matters concerning  
4 the liabilities and obligations arising out of or because of the  
5 marriage status, be, and the same hereby is, approved, adopted and  
6 ratified, and the parties hereto are hereby ordered to comply  
7 with the terms and conditions therein contained.

8 DONE IN OPEN COURT this 13<sup>th</sup> day of December  
9 1977.

10  
11 [Signature]  
12 DISTRICT JUDGE  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

24 RECORDED JUDGMENT DOCKET

25 Book A 40 Page S-27

26 JUDI BAILEY, Clerk

27 By G. Hollingsworth Deputy  
28  
29  
30  
31  
32

TREVA J. HEARNE, ESQ. (SBN 4450)  
JAMES SPOO, ESQ. (SBN 1018)  
**ZEH, POLAHA, SPOO, HEARNE & PICKER**  
575 Forest Street, Suite 200  
Reno, Nevada 89509  
Telephone: (702) 323-5700

Attorneys for Intervenor,  
MINERAL COUNTY NEVADA

*Patricia  
Simmons*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\*\*\*

UNITED STATES OF AMERICA,

Plaintiff,

WALKER RIVER PAIUTE TRIBE,

Plaintiff-Intervenor,

vs.

WALKER RIVER IRRIGATION DISTRICT,  
a corporation, et al.;

Defendants.

MINERAL COUNTY,

Proposed-Plaintiff-Intervenor,

vs.

WALKER RIVER IRRIGATION DISTRICT,  
a corporation, et al.

In Equity No. C-125-ECR  
Subfile No. C-125-C

RETURN OF SERVICE

I Holly Walton-Buchanan, hereby certify that service of process of Mineral  
(Print name of server)

Zeh, Polaha, Spoo, Hearne & Picker  
575 Forest Street, Suite 200  
Reno, Nevada 89509  
Tel.: (702) 323-5700 FAX: (702) 786-8183

County's "Intervention Documents" was made pursuant to the Orders of the Court and Notice in

Lieu of Summons

upon: Patricia Simmons (Print name of person served)

of: \_\_\_\_\_ (Title and company where applicable)

on: 2/14/98 (Date of service)

at: 2:43 pm (Time of service)

at the following place:

Walker River Resort,  
Smith, Nevada (Address or location)

in the following manner:

☐ served personally

☐ left copies

☐ unable to execute service (why) \_\_\_\_\_

☒ other (specify) Stanley C. Simmons accepted for Patricia  
Simmons.

Remarks: Stanley C. Simmons told me he had been divorced  
from Patricia Simmons for 15 years; states she owns no water  
rights.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information in this Return of Service is true and correct.

2/14/98  
Date

Holly Walton - Buchanan  
Signature of Server

P.O. Box 660

Carson City, NV 89702  
(Address of Server)